

## NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

### **Registration or Request for Copy of Solicitation**

**Submit FAX or E-MAIL to:**

FAX No.:

(808) 587-1244

E-mail Address:

[michael.b.clack@hawaii.gov](mailto:michael.b.clack@hawaii.gov)

or

[marc.s.yamamoto@hawaii.gov](mailto:marc.s.yamamoto@hawaii.gov)

### **Provide the following information:**

- |                       |  |                          |
|-----------------------|--|--------------------------|
| - Name of Company     | - Mailing Address  | - Name of Contact Person |
| - Telephone Number    | - Facsimile Number   | - E-Mail Address         |
| - Solicitation Number | - Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided) |                          |

STATE OF HAWAII  
DEPARTMENT OF PUBLIC SAFETY  
HONOLULU, HAWAII

AUGUST 30, 2006

**Addendum A  
to  
IFB No.: PSD 07-PERS-01  
  
SICK CALL EXAMINATION SERVICES  
FOR THE ISLANDS OF  
OAHU, HAWAII, MAUI, AND KAUAI**

**The bid opening date is changed:**

From: August 31, 2006, 2:00 p.m., H.S.T.

**TO: September 29, 2006, 2:00 p.m., H.S.T.**

**All other terms and conditions remain unchanged.**

Iwalani D. White  
Interim Director

STATE OF HAWAII  
DEPARTMENT OF PUBLIC SAFETY  
HONOLULU, HAWAII

Procurement Notice Date: August 17, 2006

**INVITATION FOR BIDS  
NO. PSD 07-PERS-01**

SEALED BIDS  
FOR  
FURNISHING

**SICK CALL EXAMINATION SERVICES  
FOR THE ISLANDS OF  
OAHU, HAWAII, MAUI, AND KAUAI**

will be received up to and opened at 2:00 p.m. (HST)

on

August 31, 2006

in the Department of Public Safety's Planning, Programming and Budget Office, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814.

Direct questions relating to this solicitation to Marc S. Yamamoto, telephone (808) 587-1215. facsimile (808) 587-1244 or e-mail at [marc.s.yamamoto@hawaii.gov](mailto:marc.s.yamamoto@hawaii.gov).

Iwalani D. White, Interim Director  
Department of Public Safety

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Name of Company

# **WAGE CERTIFICATE**

## **FOR SERVICE CONTRACTS**

(See Special Provisions)

Subject: IFB/~~RF~~ No.: PSD 07-PERS-01

Title of IFB/~~RF~~: Sick Call Examination Services for the Islands of

Oahu, Hawaii, Maui and Kauai

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**WAGE CERTIFICATE**

PSD 07-PERS-01  
SICK CALL EXAMINATION SERVICES  
FOR THE ISLANDS OF  
OAHU, HAWAII, MAUI, AND KAUAI  
DEPARTMENT OF PUBLIC SAFETY

Director  
Department of Public Safety  
State of Hawaii  
919 Ala Moana Boulevard  
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions Form AG-008 Rev.(11/15/05), by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check v one only)**

☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;  
**OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.  
State of incorporation: \_\_\_\_\_

Offeror is:

Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture  
☐ Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_

(x) \_\_\_\_\_

Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_

\* \_\_\_\_\_

**Exact Legal Name of Company (Offeror)**

\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

\_\_\_\_\_

The following offer is hereby submitted for Sick Call Examination Services for the Department of Public Safety on the islands of Oahu, Hawaii, Maui, and Kauai PSD 07-PERS-01, as specified herein:

<u>Item No.</u>	<u>Hours of Service</u>	<u>Bid Price Per Examination</u>	<u>Weight for Evaluation</u>	<u>Evaluated Total Bid Price</u>
<b>1. ISLAND OF OAHU</b>				
a.	Mon-Sat, 8:00 a.m. - 8:00 p.m.	\$ _____	x .50 =	\$ _____
b.	Mon-Sat, 8:01 p.m. - 7:59 a.m.	\$ _____	x .20 =	\$ _____
c.	Sunday & Holidays 12 noon – 8:00 p.m.	\$ _____	x .20 =	\$ _____
d.	Sunday & Holidays 8:01 p.m. – 11:59 a.m.	\$ _____	x .10 =	\$ _____
<b>EVALUATED TOTAL SUM BID – ITEM NO. 1:</b>				<b>\$ _____</b>
<b>2. ISLAND OF HAWAII</b>				
a.	Daily, 8:00 a.m. - 8:00 p.m.	\$ _____	x .70 =	\$ _____
b.	Daily, 8:01 p.m. - 7:59 a.m.	\$ _____	x .30 =	\$ _____
<b>EVALUATED TOTAL SUM BID – ITEM NO. 2:</b>				<b>\$ _____</b>
<b>3. ISLAND OF MAUI</b>				
a.	Daily, 7:00 a.m. - 10:00 p.m.	\$ _____	x .70 =	\$ _____
b.	Daily, 10:01 p.m. - 6:59 a.m.	\$ _____	x .30 =	\$ _____
<b>EVALUATED TOTAL SUM BID – ITEM NO. 3:</b>				<b>\$ _____</b>
<b>4. ISLAND OF KAUAI</b>				
a.	Mon-Sat, 9:00 a.m. - 4:00 p.m.	\$ _____	x .50 =	\$ _____
b.	Mon-Sat, 4:01 p.m.-8:59 a.m.	\$ _____	x .20 =	\$ _____
c.	Sunday & Holidays 10:00 a.m.-3:00 p.m.	\$ _____	x .20 =	\$ _____
d.	Sunday & Holidays 3:01 p.m. - 9:59 a.m.	\$ _____	x .10 =	\$ _____
<b>EVALUATED TOTAL SUM BID – ITEM NO. 4:</b>				<b>\$ _____</b>

Offeror \_\_\_\_\_

**Location and Hours of Operation of Medical Facility(s):**

**Address**

**Hours of Operation**

**Point of Contact/Telephone No.**

**Oahu**

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**Hawaii**

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**Maui**

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**Kauai**

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**Insurance Coverage**

**Carrier**

**Policy No.**

Commercial General Liability

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Medical Professional Liability

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Offeror 

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**References:**

Names and addresses of companies or government agencies for which offeror has provided or is currently providing sick call examination services

Name

Address

Point of Contact/Telephone No.

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Offeror \_\_\_\_\_



## **SPECIFICATIONS**

### **SCOPE**

The Contractor shall provide Sick Call Examination Services to the Department of Public Safety, correctional facilities and programs, on the islands of Oahu, Hawaii, Maui and Kauai. During the last calendar year, approximately 1500 examinations were performed on Oahu, 50 on Hawaii, 20 on Maui and 8 on Kauai. The quantities listed are estimates. No guarantee to purchase the exact amount is intended or implied. The State reserves the right to purchase a greater or lesser quantity of medical evaluation services as conditions may warrant.

Treatment services are not covered under the scope of this solicitation.

### **SERVICE DELIVERY**

The Contractor shall provide the following services on a seven (7) day, twenty-four (24) hour basis, including holidays, for the Department employees of Bargaining Units 1 and 10. Employees of Bargaining Unit 1 (blue collar) include, but are not limited to the following classes of work: cooks, kitchen helpers, janitors, building maintenance workers, electricians, etc. Employees of Bargaining Unit 10 (institutional health and correctional workers) include, but are not limited to the following classes of work: adult corrections officers, licensed practical nurses, para medical assistants, etc.

#### **1. Intake**

Receive an employee who is required to undergo a follow-up evaluation (medical examination) to verify each day of absence due to sickness pursuant to Section 37.17b of the Bargaining Unit 1 and Bargaining Unit 10 Agreements. Begin intake process by filling out a form designated by the Department for this program, which includes employee data and time in/out.

#### **2. Conduct Unscheduled Medical Examination**

Conduct an unscheduled medical examination of employee to verify each day of absence due to sickness. Employees will be required to undergo such medical examination either during their scheduled shift or the shift immediately prior to their regularly scheduled shift, a sixteen (16) hour period.

- a. The examination, performed by an occupational medicine physician or urgent care physician, is to determine whether the employee is able to perform usual work duties.
- b. If illness or injury is present, appropriate job restrictions will be recommended.
- c. Treatment shall not be included in this contract. Contractor shall not solicit treatment services from the employee. Should the employee request treatment services from the Contractor, then the employee shall be responsible for all costs. The Department shall not be responsible for any cost incurred for treatment services.

#### **3. Medical Determination**

Through the medical examination, determine whether the employee:

- a. Is not sick and can report to work immediately.

- b. Is sick and can report to the next regularly scheduled shift.
- c. Is exempt from daily visit to the Contractor due to long term injury or illness for a specified period; and specify a follow-up sick call examination prior to return to work.

#### 4. Reporting System

Upon conclusion of the sick call examination, the Contractor shall immediately complete the form/report designated by the Department of Public Safety for the medical examination and send it to the applicable facility or program by facsimile. The Contractor must also provide one copy of the form/report to the employee.

#### 5. Medical Facility Location and Hours of Service

The Contractor shall provide the medical facilities, equipment, supplies, staff, etc. to carry out the services as specified.

The Contractor shall provide sufficient and appropriate medical facilities and personnel to provide sick call examination services. This includes, but is not limited to, the number of facilities (clinics, urgent care or emergency rooms), geographic locations and hours of operation/service.

- a. For the island of Oahu, the Contractor shall provide a minimum of three (3) medical facilities to service employees living in the leeward, windward, and central Oahu. At least one of the facilities shall be able to provide services daily (which includes weekends and holidays), 24-hours a day. The Contractor will be allowed to split the hours of operations between two facilities in order to meet the requirement of providing services daily on a 24-hour basis. The other facilities shall be able to provide services from Monday through Saturday (except holidays), from 8:00 a.m. to 8:00 p.m.; and on Sunday and holidays, from 12:00 noon to 8:00 p.m.
- b. For the island of Hawaii, the Contractor shall provide a minimum of two (2) medical facilities – one facility to service employees from east Hawaii (Hilo) and one facility to service employees from west Hawaii (Kona, Kohala). At least one of the facilities shall be able to provide services daily (which includes weekends and holidays), 24-hours a day. The other facility shall be able to provide services daily (which includes weekends and holidays), from 8:00 a.m. to 8:00 p.m.
- c. For the island of Maui, the Contractor shall provide a minimum of one (1) medical facility that shall provide services daily (which includes weekends and holidays), 24-hours a day. The Department will allow the Contractor to provide services after 10:00 p.m. on an “on-call” basis.
- d. For the island of Kauai, the Contractor shall provide a minimum of one (1) medical facility that shall provide services daily (which includes weekends and holidays), 24-hours a day. The Department will allow the Contractor to provide services after 10:00 p.m. on an “on-call” basis.

#### 6. Program Period

Pursuant to Section 37.17b. of the Bargaining Units 1 and 10 Agreements, the follow-up evaluation (medical examination) periods shall not exceed six (6) months. Therefore, subsequent follow-up evaluation periods for other groups of employees will occur. The number of affected employees will vary from period to period.

## 7. Additional Services

The Contractor may be required to provide additional services including, but not limited to reports, expert testimony, etc. The cost of such services shall not be included in the bid price for the sick call examination.

### **HOLIDAYS**

New Year's Eve	Independence Day
New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve
King Kamehameha I Day	Christmas Day

### **COMPENSATION AND PAYMENT SCHEDULE**

The Contractor shall not be compensated for any time spent in consultation with any agent or employee representing the State.

The Contractor shall be compensated in full for each medical examination provided in full in accordance with the terms and conditions of the contract. In event that a medical examination does not proceed as noted above, the following provisions shall apply:

1. If the medical examination is not conducted for reasons related to the employee's action or inaction, the Department shall assume the cost of the medical examination.
2. If the medical examination is not conducted for reasons related to the Contractor's operation or agent, the Department shall not assume any cost.

## **SPECIAL PROVISIONS**

### **SCOPE**

The furnishing of Sick Call Examination Services for the Department of Public Safety's various correctional facilities and programs on the islands of Oahu, Hawaii, Maui and Kauai shall all be in accordance with these Special Provisions, the attached Specifications, and the General Conditions Form AG-008 Rev. (11/15/05) by reference made a part hereof and available at the PPB-PC and on the internet at <http://www4.hawaii.gov/StateFormsFiles/ag008.doc>.

### **CONTRACT ADMINISTRATOR**

For purposes of this contract, Mr. Roy Yamamoto, Personnel Officer, acting either directly or through his authorized representative is designated the Contract Administrator. The telephone number where he may be reached is (808) 587-1221.

### **TERM OF CONTRACT**

Contractor shall enter into a contract for furnishing sick call examination services for the twelve-month period commencing on the date indicated on the Notice to Proceed.

Unless terminated, the contract may be extended for not more than three (3) additional twelve-month periods without the necessity of rebidding upon mutual agreement in writing, provided the contract rate remains the same or lower than the initial contract unit price.

Upon extension of the contract, Contractor shall be required to execute a supplement to the contract.

### **OFFEROR QUALIFICATIONS**

At the time of bidding, Offeror's personnel performing medical examinations shall be qualified licensed physicians. Offeror shall attach to the offer submittal or within two (2) days of the Department's request, resume(s) and additional proof of meeting the required qualifications.

For each island Offeror is submitting an offer, Offeror shall have the medical facilities and personnel to provide the services specified herein to the employees of that island

Bidder shall have an office located in the State of Hawaii.

Offeror shall provide all the requested information on the appropriate Offer Form pages.

### **RESPONSIBILITY OF OFFERORS**

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of Section 3-122-112, Hawaii Administrative Rules (HAR). Due to the immediacy of the start date, it is recommended that offeror submit the following compliance documents with their offer submittal.

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and

6. One of the following:
  - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a “Hawaii business”); or
  - b. Be registered to do business in the State (hereinafter referred to as a “compliant non-Hawaii business”).

## **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

## **OFFER PREPARATION**

**Offer Form, Page OF-1.** Offeror is requested to submit its offer using Offeror’s exact legal name as registered at the Department of Commerce and Consumer Affairs, if applicable, and to indicate the exact legal name in the appropriate space(s) on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror’s authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material which contains an original signature indicating the Offeror’s intent to be bound.

**Hawaii General Excise Tax License.** Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that he is doing business in the State and that he will pay such taxes on all sales made to the State.

**Bid Price.** Unit bid prices quoted shall include all costs to be incurred in providing the services specified herein, including applicable taxes. Accordingly, the unit bid prices shall be the all-inclusive cost to the State and no other charges will be honored.

**Multiple or Alternate Offers.** Multiple or alternate offers are not allowed and shall be rejected.

**Tax Liability.** A vendor doing business in the State of Hawaii, as evidenced by its Hawaii General Excise Tax (GET) license number, is liable for the Hawaii GET, currently 4%. If, however, an Offeror is exempt by the Hawaii Revised Statutes (HRS) from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Taxpayer Preference.** For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the bid price submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

**Medical Facility Location.** Offeror shall provide on the appropriate Offer Form pages, information regarding the offer’s medical facility address(es), hours of operation, point of contact and telephone number(s).

**Insurance.** Offeror shall provide insurance information as requested on the appropriate Offer Form page.

**References.** Offeror shall provide references on the appropriate Offer Form page, the companies or government agencies for which similar services as specified herein, are or have

been provided. The State reserves the right to contact the references to inquire about Offeror's current or past service performance.

**Subcontractors.** Offeror shall list on the appropriate Offer Form page, all subcontractors to be used to perform any of the services specified herein. The Department reserves the right to request additional information about any subcontractor listed. Such information shall be provided to the Department within five (5) days from the Department's request.

**Wage Certificate.** Offeror shall complete the attached wage certification by which offeror certifies that the services required shall be performed pursuant to Section 103-55, HRS. Only Item No. 2 pertains to this contract.

## **OFFER SUBMITTAL**

Offeror shall submit the offer in a sealed envelope identified with the following information:

Offeror's name, address, and telephone number  
The words, "INVITATION FOR BIDS"  
The Invitation for Bids number and title  
The date and time of the bid opening  
Attention: Purchasing and Contracts

Faxed offer submittals **shall not** be accepted.

## **OFFER INSPECTION**

At the bid opening, all offers may be inspected provided that only one offer be inspected at a time and that no offers shall be permitted to leave the bid opening room.

After the formal procedure of opening offers, all offers will be evaluated for award recommendation. During this period, offers will not be available for inspection.

## **METHOD OF AWARD**

Award(s), if any, shall be made on an **individual island basis** to the responsive and responsible Offeror(s) submitting the lowest evaluated total sum bid price for each island. Multiple awards, up to three per island, may be made in order to fulfill the Department's requirements. The primary award shall be made to the lowest evaluated total sum bid for each island, followed by the second lowest and so on.

The solicitation may be canceled or the offers may be rejected, in whole or in part, when it is in the best interest of the Department of Public Safety, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

**Responsibility of Lowest Responsive Bidder.** Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the PPB-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy

stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the PPB-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): [http://www.hawaii.gov/tax/a1\\_1alphalist.htm](http://www.hawaii.gov/tax/a1_1alphalist.htm)  
DOTAX Forms by Fax/Mail: (808) 587-7572  
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488  
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the PPB-PC. However, the tax clearance certificate shall be submitted to the PPB-PC.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**  
Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the PPB-PC. A photocopy of the certificate is acceptable to the PPB-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the PPB-PC.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the PPB-PC. However, the certificate shall be submitted to the PPB-PC.

**Compliance with Section 103D-310(c)(1) and (2), HRS.** Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a CERTIFICATE OF GOOD STANDING (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the PPB-PC. A photocopy of the certificate is acceptable to the PPB-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at <http://www.hawaii.gov/dcca/areas/breg/registration/>. To register or to obtain the Certificate by

phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**Hawaii Compliance Express.** Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the **PPB-PC** as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

**Final Payment Requirements.** Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

## **DISQUALIFICATION OF OFFERORS**

An Offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; offeror does not possess proper license to cover the type of work contemplated; if required; Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of the solicitation.

## **OFFER ACCEPTANCE**

The State's acceptance of an offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty (60) day period.

## **CONTRACT EXECUTION**

Offeror receiving an award shall be required to enter into a formal written contract. A performance and payment bond is not required.



Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Contractor and if applicable, to all Contractor's subcontractors.

No work is to be undertaken by the Contractor prior the contract commencement date. The State of Hawaii is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

## **SUBCONTRACTING**

Contractor shall not delegate any duties covered under this contract to any subcontractor other than the subcontractor(s) listed on Offer Form, page OF-2, unless written approval is given by the Department. The Department reserves the right to approve all subcontractors and to require Contractor to replace any subcontractor found to be unacceptable. The Contractor shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all contract services, whether or not the Contractor performs them.

## **LIABILITY INSURANCE**

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractor's, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage
Medical Professional Liability	\$1,000,000 minimum limit per occurrence

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, Planning, Programming, and Budget Office, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

## **INVOICING**

The Contractor shall send invoices, original and three (3) copies, along with a copy of the Department designated medical evaluation form attached. The invoice shall list the following:

1. Name of facility or program
2. Name of employee and social security number
3. Date and hour of examination
4. Cost of examination

Invoices shall be sent to:

Mr. Roy Yamamoto  
Department of Public Safety  
Personnel Office  
919 Ala Moana Boulevard  
Honolulu, Hawaii 96814

All invoices shall reference the Invitation for Bids No. "PSD 03-PERS-07" and the contract number.

A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

## **PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after satisfactory performance of services or receipt of invoice to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

## **PRICE ADJUSTMENTS**

During the first year of the contract, no price increases shall be allowed. Any requests for price adjustments will be made at least sixty (60) days prior to the expiration of the contract period. This request for increase, if approved, will take effect upon renewal of the second year of the contract.

## **LIQUIDATED DAMAGES**

Liquidated damages shall not apply to this contract.

## **CONFIDENTIALITY OF INFORMATION**

Any information, data, or report given to, or prepared, or assembled by the Contractor that the Department requests to be kept confidential, shall not be made available to any individual or organization without the approval of the Contract Administrator.

## **RECORDS RETENTION**

The Contractor and any subcontractors shall maintain the books and records that relate to this agreement and any cost or pricing data for three (3) years from the date of final payment under the agreement.

## **PROTEST**

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the wall at room 413 Planning, Programming and Budget Office-Purchasing and Contracts, 919 Ala Moana Boulevard, Honolulu, Hawaii 96814.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Director, Department of Public Safety, 919 Ala Moana Boulevard, 4<sup>th</sup> Floor, Honolulu, Hawaii 96814.

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT**  
(Reference §3-122-112, HAR)

Reference: \_\_\_\_\_  
(Contract Number) (IFB/RFP Number)

\_\_\_\_\_ affirms it is in  
(Company Name)  
compliance with all laws, as applicable, governing doing business in the State of Hawaii to  
include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, \_\_\_\_\_  
(Company Name)  
acknowledges that making a false statement shall cause its suspension and may cause its  
debarment from future awards of contracts.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_